

RESOLUTION R- 4481

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE KIRKLAND CITY COUNCIL AND DAVID H. RAMSAY, ITS CITY MANAGER.

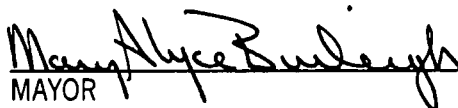
Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The Employment Agreement for the City Manager of the City of Kirkland, attached hereto as Exhibit "A" and by this reference incorporated herein, is approved by the Kirkland City Council to be its agreement as to terms and conditions of employment with David H. Ramsay as Kirkland City Manager. As of its effective date, this Agreement shall supersede and replace the prior Employment Agreement which was effective as of March 1, 2001.

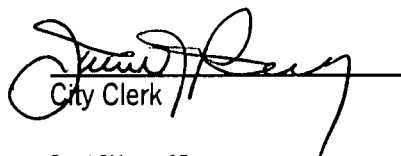
Section 2. The Mayor is authorized to sign an Employment Agreement which is substantially similar to that attached as Exhibit "A" on behalf of the City of Kirkland and its City Council.

Passed by majority vote of the Kirkland City Council in open meeting this 14th day of December, 2004.

Signed in authentication thereof this 14th day of December, 2004.

  
MAYOR

Attest:

  
City Clerk

Reso\CMagree05

## **EMPLOYMENT AGREEMENT**

This Employment Agreement is entered into between David H. Ramsay ("City Manager") and the City of Kirkland ("City") to describe the terms and conditions of the City Manager's employment with the City.

### **1. Agreement and Effective Date**

The effective date of this Agreement is January 1, 2005. In accordance with the provisions of Chapter 35A.13 RCW, the City Manager is appointed by the Kirkland City Council ("Council") for an indefinite term and may be removed at any time by a vote of the majority of the Council.

### **2. Residence**

The City Manager shall reside within the City.

### **3. Powers and Duties**

The City Manager's powers and duties shall be as provided for by the laws of the State of Washington, by City ordinance, and as the Council may from time to time prescribe. The City Manager agrees to abide by the International City Management Association ("ICMA") Code of Ethics.

### **4. Salary**

The Council shall review the salary of the City Manager on or about the first City Council meeting of December, with any changes effective the following January. The City Manager's salary shall be \$142,548 per year effective from January 1, 2005. The City Manager's salary will not be reduced during the term of this Agreement (absent removal or resignation) unless the average salary for all full-time City employees is reduced, in which case the City Manager's salary may not be reduced by more than the City-wide average reduction.

### **5. Performance Appraisals**

The Council shall review the City Manager's performance annually on or about the first City Council meeting of June. Performance appraisal may be combined with the annual salary review. In addition the City Council and the City Manager shall meet semi-annually to discuss the City Manager's performance.

## **6. Benefits**

### ***Holidays and Leaves***

The City Manager shall receive 20 days' vacation leave per year. Unused vacation leave may be carried forward to the next calendar year, so long as the total balance of vacation leave does not exceed 240 hours. There shall be no payment in lieu of vacation except as provided in Section 7, below.

The City Manager shall be granted holidays, sick leave, and management leave as provided in Kirkland Municipal Code Chapter 3.80.

### ***Insurance***

The City Manager will be provided the same medical, dental, disability, and life insurance benefits as other non-represented City employees in the Executive Management group. The City Manager is encouraged to have a complete annual medical exam at City expense.

### ***Retirement***

Mandatory employer and employee contributions shall be made to the Municipal Employees Benefit Trust in lieu of federal Social Security.

The City Manager, pursuant to State law, has elected to opt out of the Public Employees' Retirement System (PERS). Instead, the City shall contribute to an ICMA 401A retirement plan. The contributions for the City Managers' ICMA 401A retirement plan shall be at a City contribution rate of 11.5% of base salary and an employee contribution rate of 4.65% of base salary.

The City Manager may elect to direct pre-tax dollars to a voluntary ICMA deferred compensation program for City employees, consistent with applicable Internal Revenue Code requirements. The City Manager has elected to participate in this voluntary program.

### ***Automobile and Travel***

In lieu of other expense reimbursement for travel within the local area, the City Manager shall receive \$325 per month to defray the expense of using a personal automobile for official travel. (Pursuant to Chapter 42.24 RCW, it is the determination of the Council that this means of reimbursement is less costly than providing an automobile to the City Manager.) The City Manager will also be entitled to mileage reimbursement (or use of City vehicles, if available) for travel outside the local area, meaning for travel outside of a 50-mile radius of Kirkland City Hall. In addition, the City Manager may be reimbursed for other reasonable and necessary expenses incurred in the course of City business as allowed by law and City procedures.

**7. Termination and Severance Pay**

In the event the City Manager is removed from office or asked to resign by the Council, during the term of this Agreement, the City Manager shall receive severance pay equal to six months' salary thereafter; *provided* that the City Manager shall not be eligible for severance pay if removed or asked to resign for malfeasance in office or conviction of a felony. Severance pay will not be payable upon expiration of this Agreement (or any automatic extension hereof) if either party gives timely notice of intent not to renew under Section 9.

In the event the City Manager voluntarily resigns and gives at least 45 days' advance notice in writing, the City Manager will be paid at separation for up to 240 hours of unused vacation, or such lesser amount as will avoid excess compensation liability to the City under applicable retirement laws.

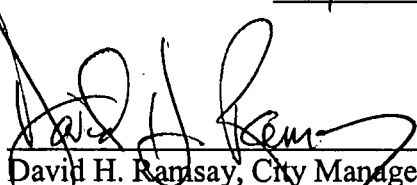
**8. Entire Agreement**

This Agreement constitutes the entire agreement and supersedes any other agreements, oral or written, between the parties.

**9. Duration**

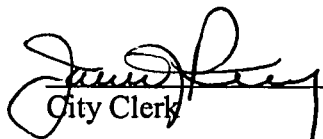
This Agreement is effective January 1, 2005, and shall continue in effect through December 31, 2007, absent prior termination. This Agreement will be automatically extended for additional one year periods on the same terms and conditions, unless either party gives the other written notice of intent not to renew at least six months prior to the expiration date (i.e., before July 1, 2007, or, in the event of automatic extension, before the applicable subsequent anniversary date).

DATED this 17<sup>th</sup> day of December, 2004.

  
\_\_\_\_\_  
David H. Ramsay, City Manager

  
\_\_\_\_\_  
Mary-Alyce Burleigh, Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

Dec04\Ramsay Agreement